

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

WELLS FARGO BANK, N.A.

CIVIL ACTION No.: 4:19-cv-616

VERSUS

TINA S. ALEXANDER

**DISTRICT JUDGE
HON. KEITH P. ELLISON**

ANSWER TO COMPLAINT

Defendant TINA S. ALEXANDER (“ALEXANDER”) by and through her undersigned counsel, files this answer to the complaint of plaintiff, WELLS FARGO BANK, N.A. (“WELLS FARGO”):

1.

The allegations in Paragraph 1 of the Complaint do not pertain to Tina Alexander and require no response. To the extent a response is required, the allegations are denied.

2.

The allegations in Paragraph 2 of the Complaint do not pertain to Tina Alexander and require no response. To the extent a response is required, the allegations are denied.

3.

The allegations in Paragraph 3 of the Complaint are admitted.

4.

Defendant does not contest venue or jurisdiction in this Court.

5.

Defendant does not contest venue or jurisdiction in this Court.

6.

Defendant does not contest venue or jurisdiction in this Court.

7.

The allegations in Paragraph 7 of the Complaint are denied, except insofar as Tina Alexander admits she executed and delivered to World Savings Bank a note in the amount of \$296,000.00 with interest, doc 1-1, and the Texas Equity Deed of Trust within doc. 1-2.

8.

The allegations in Paragraph 8 of the Complaint are admitted.

9.

The allegations in Paragraph 9 of the Complaint are denied.

10.

The allegations in Paragraph 10 of the Complaint are denied.

11.

The allegations in Paragraph 11 of the Complaint are denied.

12.

The allegations in Paragraph 12 of the Complaint are denied.

13.

The allegations in Paragraph 13 of the Complaint are denied.

14.

The allegations in Paragraph 14 of the Complaint are conclusions of law and require no response.

15.

The allegations in Paragraph 15 of the Complaint are denied except insofar as defendant was involuntarily placed in default because Plaintiff would not accept her payments and insofar as she admits she is not a member of the National Guard or United States Military.

16.

The allegations in Paragraph 16 of the Complaint are denied.

17.

The allegations in Paragraph 17 of the Complaint are denied.

18.

The allegations in Paragraph 18 of the Complaint are conclusions of law to which no response is required.

19.

The allegations in Paragraph 19 of the Complaint are denied.

20.

The allegations in Paragraph 20 of the Complaint require no response.

21.

The allegations in Paragraph 21 of the Complaint require no response.

22.

The allegations in Paragraph 22 of the Complaint are denied.

23.

The allegations in Paragraph 23 of the Complaint are denied.

24.

The allegations in Paragraph 24 of the Complaint are denied.

25.

The allegations in the Prayer, and in any unnumbered or mis-numbered paragraph, are denied.

Affirmative Defenses

1.

Wells Fargo has failed to mitigate its damages.

2.

Wells Fargo has failed to abide by the terms of the home equity loan by refusing to take payments from Tina Alexander and therefore has waived its right to collect, and is estopped from collecting, interest, fees, or expenses, or any amount beyond the unpaid principal of the loan.

3.

Wells Fargo has failed to abide by court orders, requiring Wells Fargo to accept payment from Tina Alexander. Repeatedly, Tina Alexander made efforts to pay Wells Fargo, but Wells Fargo would not accept her money, and therefore Wells Fargo has waived its right to collect, and is estopped from collecting, interest, fees, or expenses or any amount beyond the unpaid principal of the loan.

4.

Tina Alexander reserves the right to amend this pleading.

5.

Tina Alexander prays for and is entitled to a trial by jury.

Respectfully submitted:

BOHMAN | MORSE, LLC

/s/Harry Morse
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ATTORNEY FOR TINA S. ALEXANDER

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 3, 2019 the above and foregoing Answer was served via electronic mail to all known counsel, including counsel for the Defense, in accordance with the Federal Rules of Civil Procedure and the Local Rules.

/s/Harry Morse
HARRY E. MORSE